

## **INNOVATION GAME TERMS**

**IT IS IMPORTANT YOU READ THESE TERMS CAREFULLY BEFORE PLAYING THE INNOVATION GAME, USING OUR PLATFORM. BY PLAYING THE INNOVATION GAME USING OUR PLATFORM, YOU INDICATE THAT YOU ACCEPT THESE TERMS AND AGREE TO COMPLY WITH THEM. IF YOU PLAY THE INNOVATION GAME, USE OUR PLATFORM IN THE COURSE OF YOUR BUSINESS OR WORK, YOU ARE ALSO AGREEING TO THESE TERMS ON BEHALF OF THAT BUSINESS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT PLAY THE INNOVATION GAME, USE OUR PLATFORM.**

**YOU SHOULD CAREFULLY CONSIDER WHETHER PLAYING THE INNOVATION GAME OR OTHERWISE DEALING IN TOKENS IS SUITABLE FOR YOU IN LIGHT OF YOUR OWN SITUATION AND ATTITUDE TO RISK, AS EVALUATED BY YOU CAREFULLY. WE DO NOT MAKE ANY REPRESENTATIONS OR RECOMMENDATIONS REGARDING THE ADVISABILITY OR OTHERWISE OF PLAYING THE INNOVATION GAME OR OTHERWISE DEALING IN TOKENS. IF YOU ARE UNSURE AS TO WHETHER PLAYING THE INNOVATION GAME OR OTHERWISE DEALING IN TOKENS IS SUITABLE FOR YOU, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE PRIOR TO PLAYING THE INNOVATION GAME OR OTHERWISE DEALING IN TOKENS. DEALING IN CRYPTOASSETS MAY NOT BE SUBJECT TO ANY INVESTOR PROTECTION, AND MAY INVOLVE A HIGH DEGREE OF RISK TO YOUR CAPITAL.**

**THESE TERMS APPLY TO PLAYING THE INNOVATION GAME FROM TIME TO TIME. AS THESE TERMS MAY BE UPDATED FROM TIME TO TIME YOU SHOULD CHECK THEM EACH TIME YOU PLAY THE INNOVATION GAME.**

## SECTION A: GENERAL TERMS THAT APPLY TO ALL PARTICIPANTS

### A 1. INTRODUCTION

- 1.1 We are TIG UG (haftungsbeschränkt), a company registered in Germany with our registered office and store at TIG UG, Kurfurstendamm 15, 10719 Berlin, Germany. In these Terms, we refer to ourselves as **“TIG”**, **“we”**, **“us”**.
- 1.2 We operate a Platform which enables participants to play the Innovation Game. The Innovation Game allows participants to request improved algorithms to assist in solving instances of certain proof of work Challenges (**“Proposers”**). Other participants may suggest Methods that may resolve the relevant Challenge instances (**“Innovators”**) or perform proof of work by running algorithms (**“Benchmarkers”**). Commercial enterprises may then sell products based on the intellectual property generated from the Innovation Game (**“Commercial Enterprises”**).
- 1.3 These terms and conditions and each of the documents we refer to in them (all together, the **“Terms”**) form the relationship between you, us and the other participants in the Innovation Game as follows:
- 1.1.1 Section A: General Terms Applicable to all Participants
  - 1.1.2 Section B: Additional terms for Proposers
  - 1.1.3 Section C: Additional terms for Innovators
  - 1.1.4 Section D: Additional terms for Benchmarkers
  - 1.1.5 Section E: Additional terms for dealing in Tokens
  - 1.1.6 Schedule 1: Risks relating to cryptoassets
  - 1.1.7 Schedule 2: Privacy Notice
- 1.4 By playing the Innovation Game, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not play the Innovation Game. In accepting these Terms, you must comply with Section A, and you must comply with the other Sections as relevant.

### A 2. INTERPRETATION

- 2.1 In these Terms, the following words and expressions have the following meanings:

|                         |   |
|-------------------------|---|
| <b>“Applicable Law”</b> | all applicable statutes, laws, enactments, orders, regulations, regulatory rules, official guidance, standards, regulator expectations and other similar instruments in any relevant jurisdiction, as in force and amended from time to time; |
| <b>“Business Day”</b>   | means any day other than Saturday or Sunday or a public or bank holiday in Germany;   |
| <b>“Method”</b>         | refers to an attempt to provide a method for solving a random instance of a Challenge, for example an algorithm that potentially provides a   |

|  |  |
|--|--|
|  | better attempt to provide answers to a random instance of a Challenge, or an optimisation to an existing Method;   |
| <b>“Platform”</b>                            | refers to the platform we provide, available at <a href="http://www.tig.foundation">www.tig.foundation</a> ;   |
| <b>“Privacy Notice”</b>                      | means our privacy notice available at Schedule 2 (below);  |
| <b>“Challenge(s)”</b>                        | refers to a problem type proposed by a Questioner to the Innovation Game as expressed in the form of code executable on the Platform;  |
| <b>“Rewards”</b>                             | refers to the rewards paid in Tokens you receive for playing the Innovation Game;  |
| <b>“Termination Date”</b>                    | means the date on which termination of these Terms takes effect, in accordance with clause A 10;   |
| <b>“TIG Benchmark Outbound Game License”</b> | means the TIG Benchmark Outbound Game License v1.0 and later versions a copy of which can be obtained at <a href="https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses">https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses</a> ; |
| <b>“TIG Game Rules”</b>                      | means the TIG Game Rules and later versions a copy of which can be obtained at <a href="https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements">https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements</a> ;                       |
| <b>“TIG Group”</b>                           | means us as well as any parent entity and holding company of we have and any subsidiary of such parent entity and holding company;   |
| <b>“TIG Inbound Game License”</b>            | means the TIG Inbound Game License v1.0 and later versions a copy of which can be obtained at <a href="https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses">https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses</a> ;            |
| <b>“TIG Innovator Outbound Game License”</b> | means the TIG Innovator Outbound Game License v1.0 and later versions a copy of which can be obtained at <a href="https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses">https://github.com/tig-foundation/tig-monorepo/tree/main/docs/licenses</a>   |
| <b>“Tokens”</b>                              | refers to TIG Tokens;  |
| <b>“Virus”</b>                               | means any viruses, bugs, glitches, weaknesses, spyware, malware, adware or other harmful, malicious or deleterious programs, material, code, file or software; and   |
| <b>“Website Terms of Use”</b>                | means the terms of use for our website, available at <a href="https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements">https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements</a>   |

- 1.1 References to **“you”** or **“your”** is to any person who plays the Innovation Game.
- 1.2 Where the words **"includes"**, **"including"**, **"for example"** or **"such as"** are used in these Terms, they are deemed to have the words **"without limitation"** following them.
- 1.3 A reference to **“writing”** or **“written”** includes email but not faxes. Any reference to **"written consent"** shall mean specific explicit consent.
- 1.4 References to **“dealing in”** or **“deal in”** are references to any participation in cryptoassets including buying, acquiring, accepting, holding, selling, staking, disposing of and / or otherwise making use of cryptoassets.

- 1.5 The headings of the clauses and schedules of these Terms are for convenience only and shall not affect its construction or interpretation. The schedules form part of these Terms and any reference in these Terms to a clause or schedule is a reference to a clause or schedule of these Terms.
- 1.6 A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other document or agreement as amended or varied in accordance with its terms from time to time.
- 1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

A 2. **CONTACT DETAILS AND COMMUNICATIONS**

- 2.1 To contact us, please send us an email to [contact@tig.foundation](mailto:contact@tig.foundation)
- 2.2 Communications between us shall be in English. Should we receive a communication or instruction which purports to be from you, we are entitled, but are not obliged, to rely on and conclusively presume that such communication or instructions have been given by you. We may record and monitor conversations we have with you.
- 2.3 You must keep your contact information with us up to date, as any communication we send to your contact details will be deemed received by you, regardless of whether you actually receive it.
- 2.4 You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of it not reaching the intended recipient.

A 3. **ON-BOARDING**

- 3.1 Before you can play the Innovation Game, you need to set up an account with us and provide us with certain information we request. You can do this via our Platform. We may keep a record of the information you provide.
- 3.2 We reserve the right not to on-board any person, and where we do not on-board any person, we do not have any obligation to provide our reasons for doing so.

A 4. **KEEPING YOUR DETAILS SAFE**

4.1 As part of on-boarding, you may be provided with or asked to create security details. You must keep your security details secure and not disclose them to anyone else. You should contact us immediately upon discovering any unauthorised use of your security details.

4.2 Any action or instruction by anyone using your security details will be treated as if such action or instruction had been made by you, and we are not responsible for any loss as a result.

**A 5. ELIGIBILITY TO PLAY THE INNOVATION GAME**

5.1 By playing the Innovation Game you confirm and represent at all times that:

5.1.1 (if you are a body corporate) you are duly organised and validly existing under the laws of the jurisdiction of your domicile, and have full power, authority and right, and have taken all action required, to bind yourself to these Terms, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations;

5.1.2 (if you are an individual) you are at least 18 years old and eligible to agree to these Terms and all related obligations, including as regards any age, residency, legal capacity, competency and all other requirements;

5.1.3 you are not a citizen or resident of, or a legal entity in:

5.1.3.1 any country that prohibits dealing in Tokens or playing the Innovation Game;

5.1.3.2 the United States of America; or

5.1.3.3 any country or territory which appears on the sanctions lists of the Office of Foreign Assets Control of the U.S. Department of Treasury (“**OFAC**”), United Nations Security Council (“**UNSC**”), Her Majesty’s Treasury (“**HMT**”) or any other relevant sanctions list,

5.1.4 you will comply with any Applicable Law relevant to you, including not committing, causing, facilitating or contributing to the commission by any person of any bribery, corruption or tax evasion offence;

5.1.5 you shall not deal in Tokens where this would require you or us to obtain any registration, approval, authorisation or similar which you / we do not have, or in any other circumstances in which your dealing in Tokens is prohibited.

5.1.6 you accept the nascent and in-development nature of the Innovation Game, and the consequential risks, for example in terms of the fact that (particularly in the early stages of the Innovation Game when there may be relatively few participants), that there is a risk of collusion and abuse of position when votes are cast for selecting Methods as being suitable for addition to / removal from the Innovation Game;

- 5.1.7 in playing the Innovation Game you do not breach the rights of any third party, including any intellectual property rights of a third party;
  - 5.1.8 you have not received any advice from us in relation to the merits of playing the Innovation Game, and you are solely responsible for any evaluations, decisions and actions taken in connection with playing the Innovation Game;
  - 5.1.9 you understand the tax implications of playing the Innovation Game and dealing in Tokens and accept sole responsibility for any tax you incur;
  - 5.1.10 you will provide us with whatever information we may request for the purposes of satisfying our regulatory, compliance and contractual obligations, including identification checks, money laundering checks, prevention of terrorist financing, KYC checks, and preventing any suspected fraud;
  - 5.1.11 you authorise us to make any inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect us and / or you against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries (and your access to the Innovation Game may be altered as a result);
  - 5.1.12 you waive any right you may have to participate in a class action lawsuit or a class-wide arbitration against us, any entity which is part of the TIG Group, and / or any person involved with us that arises out of or relates to these Terms; and
  - 5.1.13 will not attempt to circumvent the security of or interfere with the proper working of our Platform or any server on which it is hosted, nor otherwise introduce, nor permit the introduction of any Virus into our Platform nor any of our systems; and
  - 5.1.14 all information you supply to us is complete, accurate, up to date and not misleading, and you will notify us promptly of any change to such information.
- 5.2 You shall inform us immediately in the event that you can no longer comply with your obligations set out at clause A 5.1.

#### A 6. **PLATFORM AND INNOVATION GAME INTELLECTUAL PROPERTY RIGHTS**

- 6.1 We are the owner or the licensee of all copyright and other intellectual property rights (of whatever nature, anywhere in the world) in our Platform and the Innovation Game (all together, the “**Materials**”). You have the right to use any of these Materials only for the purpose of playing the Innovation Game. The Materials and aforesaid rights are licensed (not sold) to you. You have no intellectual property rights in the Materials other than the right to use them in accordance with these Terms. Any other use is expressly prohibited. We reserve all rights not expressly granted under these Terms.
- 6.2 We and / or our licensors own and retain all intellectual property rights associated with the Materials. We grant you a limited, personal, non-exclusive, non-commercial, royalty-free, revocable, non-sub-licensable and non-transferable licence, subject to these Terms, to

access and use the Materials solely for the purpose as permitted by us of playing the Innovation Game. Any other use is expressly prohibited.

- 6.3 We expressly reserve all rights in and to the Materials and all content, materials, information and data related to the same. You agree that we do not grant you any rights in or licenses to any Materials except for the limited licence set out above;
- 6.4 You agree that you shall comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Materials;
- 6.5 You agree that you shall not exploit any intellectual property in relation to the Materials for a commercial purpose; and
- 6.6 You agree that you shall not attempt to obtain, or assist third parties in obtaining, access to Materials other than as permitted by these Terms.
- 6.7 All logos related to us and the Materials are marks of TIG or our licensors. You may not copy, imitate, or use our trading names or logos without our prior written consent. All rights, title and interests in and to the Materials is the exclusive property of us and our licensors.
- 6.8 We hereby expressly assert all moral rights to the extent permitted under Applicable Law (and all similar rights in other jurisdictions) which we have or will have in any existing or future works in relation to the Materials.

**A 7. OUR LIABILITY**

- 7.1 Notwithstanding any other clause in these Terms, we do not in any way exclude or limit our liability for death or personal injury caused by our negligence; fraud or fraudulent

misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause A 7.3, we shall be responsible to you only for loss that you suffer as a direct and foreseeable result of our gross negligence, and only to the extent that such loss does not arise as a result of a breach of these Terms and / or Applicable Law by you.

7.3 Subject to clause A 7.1, in no event shall we be liable to you for any losses:

7.3.1 in connection with any use we make in relation to your intellectual property so long as we act in accordance with these Terms;

7.3.2 as a result of the action or inaction of other participants in the Innovation Game;

7.3.3 caused by events outside our reasonable control;

7.3.4 resulting from any attack by a third party on our systems;

7.3.5 as a result of us exercising any of our rights or any exercise of discretion permitted to us under these Terms; or

7.3.6 which we otherwise exclude our liability for under these Terms.

7.4 Any liability we have for losses you suffer arising from paying the Innovation Game shall not exceed the amount paid by you to us during the 12 month period prior to the date of that loss being incurred.

7.5 While we endeavour to ensure the accuracy and completeness of the instructions and documentation associated with The Innovation Game, we acknowledge the possibility of inadvertent errors or omissions. Therefore, we shall not be liable for any loss or damage, whether monetary or otherwise, resulting directly or indirectly from any such errors or omissions in the documentation. If you observe any discrepancies or believe there is an error in our documentation, we strongly encourage you to inform us immediately at



contact@tig.foundation. Your prompt reporting helps us maintain the highest standards of accuracy and service.

**A 8. YOUR LIABILITY**

8.1 You agree to indemnify us for any losses to us that arise from or relate to:

8.1.1 your breach of any Applicable Law or these Terms;

8.1.2 your breach of the rights of any third party to these Terms;

8.1.3 any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you;

8.1.4 any fees, taxes or costs not imposed by or via us, which we pay on your behalf; and

8.1.5 your breach of any of the terms of the TIG Game Rules, TIG Innovator Outbound Game License, TIG Benchmarker Outbound Game License and / or TIG Inbound Game License.

8.2 Losses for the purposes of clause A 8 include direct and indirect losses, as well as any costs and expenses (including reasonable legal fees).

**A 9. ANTI-MONEY LAUNDERING OBLIGATIONS**

9.1 You will at all times when playing the Innovation Game:

9.1.1 provide us with any information we request for the purposes of verifying your identity (including if applicable that of any of your beneficial owners) and checks required in relation to prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. This includes completing any reasonable verification procedures and customer identity checks that we may require.

9.1.2 authorise us to make any inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries.

9.2 You acknowledge that your access to the Innovation Game may be altered, on an ongoing basis, as a result of the information provided under clause A 9.1.

9.3 You acknowledge that in carrying out inquiries, your information may be disclosed by us to identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

**A 10. TERMINATION**

10.1 You and we may terminate your agreement to play the Innovation Game with immediate effect at any time by giving written notice to the other party.

10.2 In addition, your agreement to play the Innovation Game will be deemed automatically terminated if:

10.2.1 you are unable to pay your debts as they fall due or;

10.2.2 (if an individual) you become bankrupt;

10.2.3 (if a body corporate) a petition for winding up is presented or you shall go into liquidation (save for the purpose of solvent amalgamation or reorganisation) or you enter into an arrangement with your creditors generally or an administrator, an examiner or any equivalent has been appointed thereto or you have a receiver appointed over all or any part of your assets or you suffer any execution over such assets; or

10.2.4 required by a regulator or court of competent jurisdiction and / or by Applicable Law.

**A 11. EFFECT OF TERMINATION**

11.1 All rights, obligations and liabilities of the parties accrued up to and including the Termination Date shall not be affected by termination, including any obligation you have to make any payment. From the effective date of termination, you will no longer have any right to access our Platform, use the Materials or play the Innovation Game.

11.2 After the Termination Date, we shall continue to own any intellectual property that has been transferred to us and any licenses to intellectual property licensed to us by you shall continue in accordance with the licenses under which they were licensed to us. You will continue to receive Rewards in respect of such intellectual property except you will forfeit your right to receive Rewards where we determine that you have materially breached the provisions of

these Terms. The relevant provisions of these Terms shall continue to apply to your receipt and holding of Tokens after the Termination Date.

- 11.3 The following clauses shall survive termination of these Terms: A 2, A 6, A 7, A 8, A 11, A 13, A 17, A 19, B 3, C 4, D 3, E 2 and F 3 as well as any other clause which clearly reflects an intention of the parties that it should survive termination of these Terms.

**A 12. CHANGES TO THESE TERMS**

- 12.1 We may make changes to our fees and these Terms from time to time:

- 12.1.1 to reflect changes to Applicable Law, as well as the way we or any participant are taxed (including the requirement to pay any government or regulatory levy);
- 12.1.2 to reflect changes required by any court, regulatory or tax authority or industry guidance or codes of practice;
- 12.1.3 to reflect changes in the way cryptoasset markets work;
- 12.1.4 to reflect changes to our technology or other systems, including those required to reflect to our intention to have increasing decentralisation of the Innovation Game;
- 12.1.5 to reflect changes to our fees, for example to reflect changes in the costs in us providing the Innovation Game to you, as well as to reflect other relevant costs outside our control;
- 12.1.6 if it becomes impossible or impractical, in our reasonable opinion, to carry out any aspect of these Terms as a result of circumstances beyond our reasonable control;
- 12.1.7 to reflect changes to the Innovation Game generally;
- 12.1.8 to make these Terms easier to understand;
- 12.1.9 where the changes are to your benefit or not detrimental to you; or
- 12.1.10 for any other valid reason.

- 12.2 We will give you reasonable notice of any changes to these Terms, or we may make changes with immediate effect where they are in your favour or are required by Applicable Law.

- 12.3 We will notify you of any changes via our Platform. You will be treated as accepting any change that we make to these Terms unless you tell us that you do not agree to the change, in which case you must notify us. We will treat such notification as termination as your

termination of your agreement to play the Innovation Game with us, with effect from the date that the change would otherwise come into effect.

**A 13. COMPLAINTS, CANCELLATION AND REFUNDS**

13.1 If you wish to complain about any aspect of the Innovation Game please contact us at [contact@tig.foundation](mailto:contact@tig.foundation). We are very keen to hear your concerns and to resolve any issues promptly.

13.2 We do not provide refunds or cancellation rights. The price of cryptoassets is dependent on fluctuations in financial market which cannot be controlled by us.

**A 14. PERSONAL DATA**

14.1 We will use your personal data in accordance with our Privacy Notice. By entering into any agreement under these Terms you also agree to these documents, and so you should take the time to read them.

**A 15. CONFLICTS OF INTEREST**

15.1 We maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest. However, where these are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of participants will be prevented, we shall disclose to participants the relevant conflicts and the steps taken to mitigate against them. A summary of our conflicts of interest policy is available on request.

15.2 You must not play the Innovation Game or otherwise deal with another participant in circumstances where you have a conflict of interest in doing so that would be detrimental to the operation of the Innovation Game.

**A 16. NOVATION**

16.1 We may appoint another entity to take over all or some of our rights and obligations under these Terms (the “**New Entity**”), in which case you consent to us transferring by way of novation all or some of our rights and obligations under these Terms to the New Entity. As soon as reasonably practicable following such novation, we shall notify you in writing of the effective date of such novation. From such effective date, all references in these Terms to “TIG”, “we”, “us” or “our” shall be deemed to be references to the New Entity.

**A 17. GOVERNING LAW AND JURISDICTION**

17.1 If you are a consumer, please note that these Terms and any dispute or claim arising out of or in connection with them shall be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter. However, nothing in these Terms will override any mandatory laws of the country in which you have your usual place of residence.

17.2 If you are a business, these Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. We both agree that the

courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

**A 18. ENTIRE AGREEMENT**

18.1 These Terms, together with relevant terms expressly incorporated by reference hereunder, constitute the entire agreement between the participants and supersede any prior agreement, terms and conditions or arrangement in respect of their subject matter. There are no promises, representations, warranties, terms, conditions or obligations between the participants other than those set out in these Terms.

18.2 No participant has entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out or referred to in these Terms. The only remedy available for any misrepresentation or breach of any representation or statement set out or referred to in these Terms shall be for breach of contract.

**A 19. MISCELLANEOUS**

19.1 We represent and warrant that we are a company duly established and validly existing under the laws of our domicile, we have the legal right and full power and authority, and have taken all action required, to execute and perform our obligations under these Terms and each of our obligations under these Terms are enforceable in accordance with the terms of these Terms.

19.2 These Terms shall take effect from the date on which you exercise rights under any of the TIG Innovator Outbound Game License, TIG Benchmarker Outbound Game License or TIG Inbound Game License, or otherwise deal in Tokens or participate in the Innovation Game.

19.3 Each participant to these Terms is an independent contractor and shall not describe or in any way hold itself out as being the agent of any other participant. Nothing in these Terms shall give rise to a partnership, agency, employment relationship or joint venture between any participants.

19.4 Each of the provisions of these Terms are separate, severable and enforceable and, accordingly, if at any time any provision or part-provision of these Terms is or becomes invalid, void, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause A 19.4, these Terms shall be interpreted so as, to the greatest extent possible, to achieve the intended commercial result of the deleted provision.

19.5 You may not assign, lien, mortgage, transfer, charge or otherwise encumber any of your rights or obligations under these Terms. We may assign the benefit of these Terms without restriction subject to compliance with Applicable Law.

19.6 The parties intend that any New Entity shall have the right to enforce any rights granted to it under these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**"). Save as aforesaid, the participants do not intend that the provisions of these Terms shall be enforceable by virtue of the 1999 Act or otherwise by any person not a participant to the Innovation Game. Notwithstanding this clause A 19.6, the consent any third party is

not required for any variation (including any release or compromise of any liability) or termination of these Terms.

- 19.7 No variation or waiver of any of the terms of these Terms shall be effective unless agreed by us explicitly in writing. No failure or delay by us to exercise any right, power or remedy under these Terms shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise by us of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy.

## **SECTION B: ADDITIONAL TERMS FOR PROPOSERS**

### **B 1. INTRODUCTION**

- 1.1 This section of these Terms will apply where you propose Challenges which have scope for applying Methods that have scope for optimisation, and the process for retiring Challenges from the Innovation Game.

### **B 2. YOUR OBLIGATIONS**

- 2.1 Where you propose a Challenge to the Innovation Game, you confirm that:
- 2.1.1 you have all rights required to propose all Challenges you propose to the Innovation Game, including as regards not being subject to confidentiality and respecting intellectual property, and you will not propose any Challenge to the Innovation Game where this may breach any of the rights of any person;
  - 2.1.2 any participant in the Innovation Game may review the Challenge for the purpose of playing the Innovation Game, and we are authorised to make the code in any Challenge available to anyone else participating in the Innovation Game; and
  - 2.1.3 you shall burn the requisite fee for posing the relevant Challenge to the Innovation Game, as set out in the TIG Game Rules <https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements>
- 2.2 Each Challenge submitted to the Innovation Game:
- 2.2.1 Firstly, will be considered by a committee of experts to determine whether it is suitable for the Innovation Game. The committee may vote (on a simple majority basis with the Chairperson having a casting vote in the event of deadlock) to determine whether a proposed Challenge is suitable for submission to the Innovation Game, which the committee may determine at its sole discretion for any reason, and shall incur no liability as a consequence of any determination.
  - 2.2.2 Secondly, should a Challenge be deemed suitable by the committee, Token holders shall vote on whether the Challenge should be included in the Innovation Game. Each Token held by a Token holder shall grant that holder a vote. Whether a Challenge is deemed suitable for inclusion in the Innovation Game shall be determined by a simple majority of the votes cast in favour or against its inclusion. Included Challenges shall be accepted to the Innovation Game and shall be available for other participants to interact with in accordance with the rules of the Innovation Game. The Token holders shall at their own discretion determine whether a Challenge should be accepted by the Innovation Game and shall incur no liability as a consequence of any such determination.
- 2.3 Challenges may be retired from the Innovation Game as follows:
- 2.3.1 Firstly, a committee of experts will determine whether the Challenge should be retired from the Innovation Game. The committee may vote (on a simple majority basis) to determine whether a proposed Challenge is suitable for retirement from Innovation Game, which the committee may determine at its sole discretion for any reason, and shall incur no liability as a consequence of any determination.

- 2.3.2 Secondly, should it be deemed suitable to retire the Challenge by the committee, Token holders shall vote on whether the Challenge should be removed from the Innovation Game. Each Token held by a Token holder shall grant that holder a vote. Whether a Challenge is deemed suitable for removal from the Innovation Game shall be determined by a simple majority of the votes cast in favour or against its inclusion. Challenges retired from the Innovation Game shall no longer be available for participants to interact with. Token holders shall, at their own discretion, determine whether a Challenge should be retired from the Innovation Game and shall incur no liability as a consequence of any such determination.

**B 3. INTELLECTUAL PROPERTY**

- 3.1 You will own all right title and interest in the Challenge.
- 3.2 You hereby grant a worldwide, non-exclusive, royalty free and irrevocable license to us to use, copy and modify the Challenge for generating content for the Innovation Game.



## **SECTION C: ADDITIONAL TERMS FOR INNOVATORS**

### **C 1. INTRODUCTION**

- 1.1 This section of these Terms will apply where you propose Methods.

### **C 2. YOUR OBLIGATIONS**

- 2.1 Where you propose a Method to the Innovation Game, you confirm that:

2.1.1 you have all rights required to submit the Methods to the Innovation Game, including as regards not being subject to confidentiality and respecting intellectual property, and you will not submit any Method to the Innovation Game where this may breach the rights of any person; and

2.1.2 any participant in the Innovation Game may review the Method for the purpose of playing the Innovation Game, and we are authorised to make the relevant code (including in source code form for any Method) available to anyone else participating in the Innovation Game in accordance with the TIG Game Rules.

### **C 3. REWARDS**

- 3.1 As an Innovator, you may receive Rewards in return for your Methods in accordance with the parameters set out in the TIG Game Rules.

- 3.2 To the extent that there are any tax implications in relation to receiving Rewards, the Rewards are deemed paid inclusive of tax.

- 3.3 In receiving any Rewards, you represent that:

3.3.1 you have read carefully the terms set out in Section E and accept that your acquisition of Tokens shows your consent to these;

3.3.2 you have set up an account on the Base blockchain which is able to receive your Rewards, and from which you will burn Tokens as required to submit an algorithm; and

3.3.3 you will provide us with whatever information we request to be able to pay you your Rewards.

- 3.4 You understand that where a Challenge is retired in accordance with clause B 2.3, you will no longer receive any Rewards relating to the retired Challenge.

### **C 4. INTELLECTUAL PROPERTY**

- 4.1 Any Method submitted by you to the Innovation Game shall be submitted under and in accordance with the terms of the TIG Game Rules. No other payment other than the Rewards will be made in consideration of this license unless required by Applicable Law.

- 4.2 You may use Methods made available by us under the terms of The TIG Innovator Outbound Game License and in accordance with the TIG Game Rules.

## **SECTION D: ADDITIONAL TERMS FOR BENCHMARKERS**

### **D 1. INTRODUCTION**

- 1.1 This section of these Terms will apply where you run proposed Methods to Challenges.

### **D 2. REWARDS**

- 2.1 As a Benchmarkers, you may receive Rewards in return for running proposed Methods in accordance with the parameters set out in the TIG Game Rules
- 2.2 Rewards are issued [weekly in arrears] (and to the extent that there are any tax implications in relation to receiving Rewards, the Rewards are deemed paid inclusive of tax).
- 2.3 In receiving any Rewards, you represent that:
- 2.3.1 you have read carefully the terms set out in Section E and accept that your acquisition of Tokens shows your consent to these;
  - 2.3.2 you have set up an account on the Base blockchain which is able to receive your Rewards; and
  - 2.3.3 you will provide us with whatever information we request to be able to pay you your Rewards.
- 2.4 You understand that where a Challenge is retired in accordance with clause B 2.3, you will no longer receive any Rewards relating to the retired Challenge.

### **D 3. INTELLECTUAL PROPERTY**

- 3.1 You may use Methods made available by us under and in accordance with the terms of the TIG Benchmarkers Outbound Game License and in accordance with the TIG Game Rules.

## **SECTION E: ADDITIONAL TERMS FOR DEALING IN TOKENS**

### **F 1. INTRODUCTION**

1.1 This section of these Terms will apply whenever you deal in Tokens.

### **F 2. CONDITIONS FOR DEALING IN TOKENS**

2.1 By dealing in Tokens, you acknowledge and accept that:

2.1.1 other than as set forth in these Terms, you are not relying upon any other representation or warranty by the TIG Group or any other person, written or otherwise, in determining whether to deal in Tokens;

2.1.2 the TIG Group has not made, and does not make, any representations that you will be able to generate a return on your obtaining of Tokens, and you should not expect a return or any kind of cancellation or refund rights in relation to the Tokens;

2.1.3 whilst the TIG Group will use reasonable endeavours to ensure that the Tokens can be will have the utility reflected in these Terms, the features of the Tokens are subject to change, modification, amendment, alternation or supplementation at any time (at the TIG Group's sole discretion);

2.1.4 these Terms do not constitute a prospectus, offering memorandum or private placement memorandum of any sort and does not pertain in any way to be any kind of regulated offering; and

2.1.5 you understand that the Tokens are not being offered as securities, e-money or stablecoins.

2.2 By dealing in Tokens, you covenant, represent and warrant that:

2.2.1.1 you shall not deal in Tokens in any way prohibited under Applicable Law;

2.2.1.2 you have to your full satisfaction been furnished with any materials that you have requested relating to the Tokens and have been afforded the opportunity to ask questions of representatives of TIG concerning the Tokens, and have reached your independent view regarding whether dealing in Tokens is right for you;

2.2.1.3 you have the necessary and relevant experience, knowledge and understanding regarding dealing in cryptoassets generally and the Tokens specifically, as well as Token storage mechanisms (such as token wallets), including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently deal in the Tokens;

2.2.1.4 you accept that the TIG Group reserves the right to create new classes of cryptoassets and tokens under separate brands and with

features outside of the scope of these Terms. Nothing in these Terms shall entitle you to have any rights (of whatever nature) in relation to such cryptoassets / tokens;

2.2.1.5 you accept that Tokens are created and you obtain Tokens on an “as is” basis. Therefore, provided we act in good faith in accordance with these Terms, you accept that the TIG Group is providing Tokens without being able to provide any warranties in relation to them, including, but not limited to, title, merchantability or fitness for a particular purpose;

2.2.1.6 you accept responsibility for the safekeeping of your Tokens and for the security of the wallet you use to hold Tokens, including any requisite private key(s) or other credentials necessary to access such wallet. If your private key(s) or other access credentials are lost, you may lose access to your Tokens, and you accept that the TIG Group is not responsible or liable for any such losses; and

2.2.1.7 you will not attempt to circumvent the security of or interfere with the proper working of the Tokens, or any server on which it is / they are hosted, or otherwise introduce, or permit the introduction of, any Virus into the Tokens.

2.2.2 Any sale of Tokens by you to another person is subject to these Terms, and you accept that you are responsible for ensuring that any acquirer of Tokens is aware of the fact that in doing so they accept, are subject to, and bound by these Terms.

### **F 3. INTELLECTUAL PROPERTY**

3.1 The TIG Group and their licensors (if any) are at all times the owners of all intellectual property relating to the Tokens as well as any related software or information provided in relation to the Tokens (the “**Token Intellectual Property**”). Nothing in these Terms gives you any rights in respect of any Token Intellectual Property and you do not acquire any such rights by using or receiving the Tokens or any other Token Intellectual Property provided in relation to such.

3.2 You shall not, except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties:

3.2.1 except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of any Token Intellectual Property;

3.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Token Intellectual Property;

3.2.3 access all or any part of the Token Intellectual Property in order to build a product or service which competes with the Tokens and / or the activities of the TIG Group;

- 3.2.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Token Intellectual Property available to, any third party; and / or
  - 3.2.5 attempt to obtain, or assist third parties in obtaining, access to Token Intellectual Property other than as expressly permitted by these Terms.
- 3.3 Token Intellectual Property may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "**Open Source Software**"). To the extent that Tokens use or contain any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor ("**Open Source Licence Terms**") and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.

## SCHEDULE 1: Risks Relating to Cryptoassets

Participating in these Terms and acquiring Tokens involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risks of participating in this Terms in order to acquire Tokens.

You should carefully consider the risks described below and consult with your professional advisors before participating. It should be noted that the list of risk factors described hereunder is not intended to be exhaustive and does not necessarily include all of the risks to which the TIG Group is or may be exposed to, nor are they all the risks associated with participation in a SAFT and dealing in Tokens.

***Important Note:*** As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities nor any other form of regulated investment product. Accordingly, there has not been any consideration as to whether Tokens are a suitable or an appropriate thing for you to acquire. The TIG Group expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Schedule 1, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By participating in these Terms, or by otherwise accepting, holding and / or using Tokens, you expressly acknowledge and assume the following risks, and the TIG Group shall not be liable should they materialize:

### 1. Lack of operating history

Acquisitions of Tokens from start-ups, including the TIG Group, involve a high degree of risk. This is because the value of Token is reliant on the success of the TIG Group in developing its business. As such, the Tokens have all of the risks and uncertainties normally associated with an early-stage business, including establishing the TIG Group's operations, lack of name recognition, lack of adequate capital to progress the business, difficulties hiring and retaining qualified employees, and difficulties in complying with all Applicable Laws. Financial and operational risks confronting start-ups are significant and the TIG Group is not immune to these. The start-up market in which the TIG Group competes is highly competitive, and the percentage of companies that survive and prosper is small.

The TIG Group's lack of an operating history may make it difficult for you to evaluate the TIG Group's business and operating prospects and the prospects of the TIG Group. These risks include, but are not limited to, the TIG Group's ability to: (i) increase revenues and manage costs relating to the TIG Group's operations, the development, launch and/or operations of the Platform, and the development of the Tokens; (ii) increase awareness of the TIG Group, the Platform and Tokens; (iii) offer compelling content on the Platform; (iv) maintain current and develop new strategic relationships; (v) respond effectively to competitive pressures; (vi) continue to develop and upgrade technology; (vii) attract, retain, and motivate qualified personnel; and (viii) raise any additional capital as potentially required. There are no assurances that the TIG Group's business strategy will be successful, nor that the TIG Group will address these risks successfully during the development and launch of the Platform and Tokens. In addition, the TIG Group has not prepared financial statements for potential acquirers of Tokens.

### 2. Risk of losing access to Tokens due to loss of private key(s)

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

Any errors or malfunctions caused by or otherwise related to the wallet you use to receive and store Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens. Failure to precisely follow any procedures set forth by the TIG Group for buying, transferring and receiving Tokens, including, for instance, providing an incorrect wallet address, or using wallet(s) that do not accept Tokens, may result in the loss of Tokens you hold.

### 3. Regulatory risks

Regulation of cryptoassets such as the Tokens and the offering thereof, as well as blockchain technologies, and cryptoasset exchanges is currently underdeveloped and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and growth of the Platform and the adoption and utility of Tokens. Failure by the TIG Group or the Platform to comply with any Applicable Laws, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines, which could have an adverse effect on the development, launch and/or operations of the Platform and the development and eventual value of Tokens.

If an entity within the TIG Group is required to obtain a licence, there is a risk that that entity may not be able to obtain it, either within a reasonable time period or at all, and the consequence of this will accordingly be to restrict the TIG Group's business and ability to issue Tokens.

### 4. Legal proceedings and litigation

From time to time, the TIG Group may be involved in legal proceedings or litigation. The results of such legal proceedings and claims cannot be predicted with certainty and, regardless of the outcome, legal proceedings could have an adverse impact on the TIG Group's business or development, and that of the Platform, because of defence and settlement costs, diversion of resources, and other factors. As of the date of this SAFT, the TIG Group is not subject to any material legal proceedings, nor, to the TIG Group's knowledge, are any material legal proceedings pending or threatened against the TIG Group.

Generally, if third parties are successful in their claims, the TIG Group may have to pay substantial damages, account for profits derived from the alleged infringing acts, and cease to use certain technologies or take other actions that could be detrimental to the TIG Group's business. If there is an intellectual property infringement claim, or to avoid such claims, the TIG Group may be prohibited from selling or licensing to others any product that it may develop, unless the patent or copyright holder grants a license of the relevant intellectual property to the TIG Group, which the patent or copyright holder is not obligated to do.

There also may be adverse publicity associated with litigation that could negatively affect people's perception of the TIG Group, the Platform and/or the Tokens, regardless of whether

the allegations are valid or the TIG Group is ultimately found liable. Accordingly, litigation may adversely affect the TIG Group's business and financial condition.

5. Risks associated with the blockchain protocol

Because Tokens and the Platform are based on blockchain protocols, any malfunction, breakdown or abandonment of a blockchain protocol may have a material adverse effect on the Tokens and / or Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and / or the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain protocol.

6. Risk of hacking and software and security weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain Viruses. Viruses could cause, inter alia, complete loss of Tokens, or could negatively affect the Platform.

7. Risks associated with uncertain regulations and enforcement actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the Tokens. Regulatory actions could negatively impact the Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. The TIG Group may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks associated with the Platform and Token features

The nature of the Platform means that it may undergo significant changes over time. Although the TIG Group intends for the Tokens to follow the specifications set forth in these Terms, the TIG Group may have to make changes to the specifications of the Tokens or Platform for any number of reasons. The Platform and Tokens may therefore be subject to significant conceptual, technical and commercial changes from time to time. This could create the risk that the Platform or Tokens, as further updated and maintained, may not meet your expectations.

You furthermore understand changes to the Platform and Tokens may be required and that, if you decide not to participate in such changes, you may no longer use Tokens and that non-changed Tokens may lose their utility and / or value.



9. Risk of closure, changes or abandonment

It is possible that, due to any number of reasons, including technical, commercial, regulatory and other reasons (such as failure to comply with all Applicable Laws, the failure of commercial relationships and / or intellectual property ownership challenges), the TIG Group may not be able to maintain the Tokens, or operate the Platform, or the TIG Group's business as intended, and so the TIG Group may dissolve or take actions that result the dissolution of the Platform.

In addition, the TIG Group may have to make changes to the specifications of the Platform and/or the Tokens for any number of legitimate reasons, and the TIG Group may be unable to develop the Platform and/or the Tokens in a way that successfully realizes those specifications. The TIG Group may not have, or may not be able to obtain, the technical skills and expertise needed to successfully operate the Platform and/or the Tokens. The Platform and the Tokens may not meet your expectations.

It is possible that the Platform will experience malfunctions or otherwise fail, and this may negatively impact the operation of the Platform and/or the Tokens and the public's perception thereof.

More generally, you are aware of the risk, that (i) the Platform and the ability to participate in the Innovation Game is suspended at any time for an indefinite period and / or (ii) the Platform could be fully or partially abandoned, be rendered commercially unsuccessful or otherwise be shut down because of a lack of interest, to comply with Applicable Law or for other reasons.

10. Liquidity risk

There is presently no established trading market for the Tokens and the TIG Group does not accept any obligation to ensure that a trading market shall be established. The TIG Group can provide no assurance that an exchange will accept any attempted listing of the Tokens or maintain the listing if accepted, or that any trading market will be successfully developed or launched in the future. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, the TIG Group can provide no assurance as to the liquidity of the Tokens on any such market, and the value of the Tokens over time may experience extreme volatility or depreciate in full.

11. Intellectual property

Companies, organisations, or individuals, including competitors, may hold or obtain patents, trademarks, or other proprietary rights that would prevent, limit, or interfere with the TIG Group's ability to make, use, develop, sell, and / or market the Tokens and / or the Platform, which could make it more difficult for the TIG Group to operate its business. These third parties may have applied for, been granted, or obtained, patents that relate to intellectual property, and which compete with the TIG Group's intellectual property or technology. This may require the TIG Group to develop or obtain alternative technology, or obtain appropriate licenses under these patents, which may not be available on acceptable terms or at all. Such a circumstance may result in the TIG Group having to significantly increase development efforts and resources to redesign the technology in order to safeguard its competitive edge against competitors in the same industry. There is a risk that the TIG Group's means of protecting its intellectual property rights may not be adequate, and

weaknesses or failures in this area could adversely affect the TIG Group's business or reputation, financial condition, and/or operating results, the development, launch and/or operations of the Platform and the development of the Tokens.

From time to time, the TIG Group may receive communications from holders of patents or trademarks regarding their proprietary rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge the TIG Group to take licenses. In addition, if the TIG Group is determined to have infringed upon a third party's intellectual property rights, it may be required to cease operating the Platform, pay substantial damages, seek a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all, and/or establish and maintain alternative branding for items relating to the Platform. The TIG Group may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, time consuming, and distract management's attention from our core operations.

The TIG Group's ability to serve its customers and the Platform's participants will depend upon its intellectual property. The TIG Group will rely on copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with its employees, customers, and other third parties to protect the TIG Group's intellectual property rights. However, the steps the TIG Group takes to protect its intellectual property rights may be inadequate. In order to protect its intellectual property rights, the TIG Group may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce the TIG Group's intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of the TIG Group's intellectual property. Furthermore, the TIG Group's efforts to enforce the TIG Group's intellectual property rights may be met with defences, counterclaims, and countersuits attacking the validity and enforceability of the TIG Group's intellectual property rights. The TIG Group's failure to secure, protect, and enforce the TIG Group's intellectual property rights could seriously harm the Platform's brand and adversely affect the TIG Group's business, reputation, financial condition, and/or operating results, the development, launch and/or operations of the Platform and the development of the Tokens.

## 12. No management rights in the TIG Group

Holders of Tokens will have no voting rights or other management or control rights in the TIG Group by virtue of the Tokens, and, consequently, the acquisition of the Tokens does not carry with it any right to take part in the control or management of the TIG Group's business. Accordingly, the TIG Group's directors and shareholders who hold voting shares will control the TIG Group's decisions, including those relating to the development, launch and operations of the Platform and the development of the Tokens. Holders of Tokens will have no influence or vote on any corporate matters, and the voting shareholders and directors may take actions of which a majority of holders of Tokens disapprove. In assessing the risks and rewards of dealing in Tokens, you must be aware that you are relying solely on the good faith, judgment and ability of the TIG Group's directors, officers and employees to make appropriate decisions with respect to the TIG Group's management, development, launch and/or operations of the Platform and the development of the Tokens.

## 13. Tokens will have no refund rights or similar features and may have limited liquidity

After issuance, to the extent permitted by Applicable Law you will have no right to return your Tokens to the TIG Group or to receive a refund or otherwise require the TIG Group to

exchange any amount of the Tokens for fiat currency. As a result, if there is not sufficient demand or interest in the Platform and Tokens, or if there are limits on the transferability of, or limited liquidity for, the Tokens, then the Tokens may be valueless.

14. Reliance on discretion of the TIG Group's management for the deployment of capital

The TIG Group's management will have sole discretion over the use of the proceeds received under these Terms. You will be relying on the TIG Group's management to identify, structure, and implement the Platform in accordance with the TIG Group's objectives and policies and to conduct the business of the Platform.

15. Future sales of Tokens and other types of token

Sales, or the possibility of sales, by the TIG Group (or participants in the Innovation Game) of a substantial number of Tokens or additional types of token could have an adverse effect on the value of Tokens or could affect the TIG Group's ability to obtain capital. In addition, in exchange for services in connection with the development, marketing and operation of the Platform, the TIG Group may sell further Tokens or different types of token to various third parties. Any such additional issuance of Tokens could dilute your percentage interest in then-outstanding Tokens, if any, and have an adverse effect on the market value of the Tokens. Additional new types of tokens may also impact the value of the Tokens you receive under this SAFT, and you have no rights in relation to such new types of tokens as a result of entering into this SAFT.

Please note that the TIG Group has no obligation to give the Tokens any rights or attributes other than those outlined above, and the Tokens shall not give you any rights in relation to any aspect of any business conducted at any time by the TIG Group other than explicitly stated above. Furthermore, TIG Group reserves the right to develop and enhance token features at its discretion or create new classes of fungible or non-fungible tokens under separate brands and with features outside of the scope of this SAFT.

16. Future funding

The TIG Group reserves the right to obtain funding in the future, including from venture capitalists, in order to finance operations in general, and this may include additional funds to the Platform. Obtaining this funding may impact the way in which the Platform is developed and may have a consequential impact on the value of the Tokens.

17. The prices of cryptoassets are extremely volatile

Fluctuations in the price of digital assets could materially and adversely affect the TIG Group's business and the Platform, and the Tokens may also be subject to significant price volatility.

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price, if any, of the Tokens, including, but not limited to:

- the ability (if any) of the Tokens to trade on a secondary market;
- global digital asset and token supply;

- global digital asset and token demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets, the security of online digital asset exchanges and digital wallets that hold digital assets, the perception that the use and holding of digital assets is safe and secure, and the regulatory restrictions on their use;
- general expectations with respect to the rate of inflation, interest rates and exchange rates;
- changes in the software, software requirements or hardware requirements underlying Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of Tokens;
- interruptions in service from or failures of major digital asset and token exchanges on which digital assets and tokens are traded;
- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in Tokens or other digital assets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law;
- global or regional political, economic or financial events and situations; and
- expectations among digital assets participants that the value of Tokens or digital assets generally will soon change.

A decrease in the price of a single digital asset may cause volatility in the entire digital asset and token industry and may affect other digital assets including the Tokens. For example, a security breach that affects purchaser or user confidence in Bitcoin or Ether may affect the industry as a whole and may also cause the price of the Tokens and other digital assets to fluctuate. Such volatility in the price of the Tokens may result in significant loss over a short period of time.

18. Acquirors may lack information for monitoring their Tokens

You may not be able to obtain all information you want from time to time regarding the TIG Group, the Platform and / or the Tokens. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to the TIG Group, the Platform and/or the Tokens in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your acquisition, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of Tokens.

19. Tokens may not be classified as unregulated tokens

Although we intend for the Tokens to be classified as unregulated tokens, the regulatory position of cryptoassets is uncertain and subject to change. This may, at a later date, cause us to classify the Tokens as a security, in which case the Tokens may be subject to restrictions on resale and transfer.

20. General economic risks

Please be aware that the value of the Tokens can fall as well as rise and the Token may be rendered valueless. The value of Tokens may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptoassets is not necessarily a guide to the future performance of Tokens.

21. Unanticipated risks

Cryptoassets such as the Tokens are a relatively new and untested technology. In addition to the risks included in this **Schedule 1**, there are other risks associated with your acceptance, holding and use of Tokens, including those that we cannot reasonably foresee.

Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above in this **Schedule 1**.

## SCHEDULE 2: PRIVACY NOTICE

### INNOVATION GAME PRIVACY NOTICE

#### Welcome to the Privacy Notice for The Innovation Game ("TIG") Group.

The TIG Group respects your privacy and is committed to protecting your personal data.

This notice (together with our Terms of Use, Cookie Notice and other documents referred to in <https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements> and elsewhere) explains how we look after your personal data, how we collect and process it through your use of this website, or interact with us or our communities or platforms. We might also collect personal data about you from other sources, such as other companies or publicly available information. By visiting our website, you are accepting and consenting to the practices described in this notice. You can find out more in the *The Data We Collect About You* section below.

1. About us
2. Important Information About This Privacy Notice
3. The Personal Data we collect about you
4. Marketing
5. Disclosures of your personal data
6. International transfers
7. Data security
8. Data retention
9. Your legal rights

#### About us

The TIG Group of companies is made up of different legal entities, details of which can be found below.

This notice is issued on behalf of the TIG Group so when we mention "TIG", "we", "us" or "our" in this notice, we are referring to the relevant company in the TIG Group responsible for processing your data. We will inform you about which entity is the data controller for your data when you use one of our products or services. TIG UG (haftungsbeschränkt) is the data controller and responsible for this website.

If you have any questions about this notice, or about exercising your legal rights, or about our privacy practices, please contact our data manager at [contact@tig.foundation](mailto:contact@tig.foundation), or by post or telephone at our UK office details listed below. If you are based in the EU, you may contact us via our German entity.

|                                |                             |
|--------------------------------|-----------------------------|
| Unchartered Industries Limited | TIG UG (haftungsbeschränkt) |
| 9 Quay Court                   | KUD15 Gloria Berlin         |
| Cambridge CB25 9AU             | Kurfürstendamm 15           |
| United Kingdom                 | 10719 Berlin                |

You have the right to make a complaint at any time to the relevant data regulator, as set out below. We would, however, appreciate the chance to deal with your concerns before you approach any data regulator, so please contact us in the first instance.

| UK Data Protection Authority   | <a href="#">Berlin Data Protection Authority</a>  |
|--|---|
| Information Commissioner's Office (ICO)                                    | Berliner Beauftragte für Datenschutz und Informationsfreiheit   |
| Wycliffe House<br>Water Lane, Wilmslow<br>Cheshire, SK9 5AF<br><br>ENGLAND | Alt-Moabit 59-61<br>10555 Berlin<br>Eingang: Alt-Moabit 60<br><br>GERMANY   |
| Tel: +44 0303 123 1113<br><br>Fax: +44 1625 524510                         | Tel.: <a href="tel:+4930138890">+49 30 13889-0</a><br>Fax: +49 30 2155050<br><br><a href="mailto:mailbox@datenschutz-berlin.de">mailbox@datenschutz-berlin.de</a> |

### Important Information About This Privacy Notice

It is important that you read this notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This notice supplements other notices and is not intended to override them.

This website is not intended for children and we do not knowingly collect data relating to children.

### Changes to the Privacy Notice and your duty to inform us of changes.

We keep this notice under regular review. This version was last updated on 23 November, 2023. Previous versions are available by contacting us at [contact@tig.foundation](mailto:contact@tig.foundation)

If we change the way we use your personal data, we'll update this notice and, if appropriate, let you know through our website, or by email.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### **Third-party links**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy information of every website you visit.

## **The Personal Data we collect about you**

### **What is personal data?**

Personal data means any information which can be used to identify you. It does not include data where the identity has been removed (anonymous data).

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

### **Lawful basis**

We process your personal data only when we have a 'lawful basis' (or valid legal justification) to do so. The lawful bases we commonly rely on are:

- Where we need to process the personal data in order to perform the contract we are about to enter into or have entered into with you. For example, we cannot provide our services to you without knowing who you are.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation. For example, we might be required to gather information to comply with tax laws.
- Where you have agreed we can collect your personal data, or sensitive personal data, and use it in a certain way. For example, when you are consenting to your personal data being transferred outside the UK or the EU.

Note that we might process your personal data for more than one lawful basis, depending on the specific purpose for which we are using your data. Please contact us if you need additional details of an occasion where we use more than one basis.

### **Purposes for processing personal data**

The table below outlines the personal data we might process, the possible source of that personal data, our purpose in processing the data, and our 'legal basis' for the processing.

#### **3.3.1 *Personal data you provide to us directly***



| What personal data might be provided to us   | Why we process that personal data  | Lawful basis   |
|--|--|--|
| <p><b>Contact Data</b>, includes information such as:</p> <p>name, date of birth, address, email address and telephone number, photo, video or audio data.</p> <p>We might receive this data when you interact with our products or services, register with us to receive rewards, or otherwise interact with us including by phone, post, email or social media.</p>  | <p>We will process this personal data when providing our products and services to you, and administer our relationship with you including:</p> <ul style="list-style-type: none"> <li>• Managing rewards,</li> <li>• Registering your entitlement to a reward</li> <li>• Providing customer support services to you. We might record and monitor any communications between you and us, including phone calls, to maintain appropriate records, check your instructions, analyse, assess and improve our services, and for training and quality control purposes.</li> </ul> | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legal obligations</li> <li>• Legitimate interest (ensuring our efficiency in providing our services to you, on how we meet our legal obligations).</li> </ul> |
| <p><b>Digital Identity Data</b> includes data such as:</p> <p>wallet address, digital identity, public key (or other unique identifier), voting history, or information we might require to enable you to interact with us, our website, our voting systems or our platform, or those of our partners.</p> <p>We might receive this data when you interact with other products or services from us correspond with us by any media, take part in online discussions. interact with one of our partners</p> | <p>We will process this personal data so that you can :</p> <ul style="list-style-type: none"> <li>• interact with us</li> <li>• interact with our technological systems,</li> <li>• vote,</li> <li>• receive rewards or donations,</li> </ul>   | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legal obligations</li> <li>• Legitimate interest (ensuring we deliver the products or services orders, ensure the voting is correctly recorded)</li> </ul>    |
| <p><b>Financial Data</b> includes information such as bank account, payment card details, wallet address, or tax information.</p> <p>We might receive this information when you register</p>   | <p>We will process this data so that you can:</p> <ul style="list-style-type: none"> <li>• receive any rewards to which you become entitled through your use of our products or services</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legal obligations</li> </ul>  |

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| your details in order to receive rewards or donations.  |   |  |
| <p>When you inform us of your marketing preferences or how you would like to receive information from us, or subscribe to our services, publications or social media, we call this <b>Marketing Data</b>.</p> <p>Note: you can ask us to stop sending you marketing information by adjusting your marketing choices (the How do you use my personal data for marketing? section below explains how to do this).</p> | <p>We may process your personal data:</p> <ul style="list-style-type: none"> <li>• to help with social interactions through our services, or to add extra functions in order to provide a better experience.</li> <li>• deliver relevant website content and advertisements, inform you of our offers and promotions about charities and products, personalise your marketing messages about our products and services so they're more relevant and interesting to you (where allowed by law). This may include analysing how you use our products, services and your transactions</li> <li>• notify you about changes to our terms and conditions, our products or services, or this notice</li> <li>• update you about your account</li> <li>• allow you to take part in interactive features of our services and products</li> <li>• if you agree, allow our partners and other organisations to provide you with information about their products or services</li> <li>• measure or understand the effectiveness of our marketing and advertising, and provide relevant advertising to you</li> </ul> | <ul style="list-style-type: none"> <li>• Legitimate interests (to send direct marketing, ensure our direct marketing is relevant to your interests, develop our products and services, and to be efficient about how we meet our legal and contractual duties)</li> <li>• Consent (where we're legally required to get your consent to send you direct marketing about our products or services, or partners' promotions or offers, or for you to receive marketing from other organisations)</li> </ul> |

### 3.3.2 Personal Data we receive when your devices interact with our websites, platforms or products.

| What personal data might be provided to us   | Why we process that personal data   | Lawful basis  |
|--|---|---|
| <p><b>Technical Data</b> includes information about your device, how it connects to other devices and networks, and how you connect with the device.</p> <p>This includes the internet protocol (IP) address used to connect your device to the internet, your login information, the browser type and version, the time zone setting, the operating system and platform, the type of device you use, a unique device identifier (for example, your device's IMEI number, the MAC address of the device's wireless network interface, or the mobile phone number used by the device), mobile network information, your mobile operating system and the type of mobile browser you use.</p> <p>We might collect this data when your devices interact with our website or platform, by using cookies, pixels, tracking technologies, analytics systems, server logs and other similar technologies.</p> <p>Our cookies will regularly collect this information in order to stay up to date (but only if you have given us permission). Please see our <i>Cookie Notice</i> for further details.</p> <p>We might also receive Technical Data about you if you visit other websites employing our cookies.</p> | <p>We process this data to administer, manage and protect our business, website and platform, including:</p> <ul style="list-style-type: none"> <li>● troubleshooting,</li> <li>● data analysis,</li> <li>● testing,</li> <li>● research,</li> <li>● statistical and survey purposes,</li> <li>● system maintenance,</li> <li>● support,</li> <li>● reporting</li> <li>● hosting of data</li> <li>● helping keep our website and the platform safe and secure.</li> </ul> | <ul style="list-style-type: none"> <li>● Legitimate interests (provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</li> <li>● Legal obligation</li> <li>● Consent (where required by law)</li> </ul> |

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| <p><b>Location Data</b> is information about your location.</p> <p>Our systems might identify the location of your device or product.</p>   | <p>We process this data to</p> <ul style="list-style-type: none"> <li>• determine the location of potential users of our website and platform to prevent access from locations where we are not licensed to sell our products or services.</li> </ul>  | <ul style="list-style-type: none"> <li>• Legitimate interests (to prevent ineligible parties from purchasing our products or services)</li> <li>• Legal obligation</li> </ul>  |
| <p><b>Usage Data</b> is information on how you have used our website, platform, products and services, including:</p> <p>information about your visit, such as the links you've clicked on, through and from our website or platform (including date and time), services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling and clicks), and methods used to browse away from the page or site or platform.</p> | <p>We process this data to</p> <ul style="list-style-type: none"> <li>• to create a better website and user experience</li> <li>• make suggestions and recommendations about our products and services</li> <li>• to help with social interactions through our services, or to add extra functions in order to provide a better experience.</li> <li>• deliver relevant website content and advertisements, personalise your marketing messages about our products and services so they're more relevant and interesting to you (where allowed by law). This may include analysing how you use our products, services and your transactions</li> </ul> | <ul style="list-style-type: none"> <li>• Legitimate interests (to develop our products and services, and to be efficient about how we meet our legal and contractual duties)</li> <li>• Consent (where we're legally required to get your consent to send you direct marketing about our products or services, or partners' promotions or offers, or for you to receive marketing from other organisations)</li> </ul> |
| <p><b>Transaction Data</b> is information such as payments or transfers made or received, assets held, wallets interacted with, transaction dates and times, the time taken to make the transfer/payment, currencies, exchange rates, messages sent and received, Technical Data about your device.</p>   | <p>We process this data in order to</p> <ul style="list-style-type: none"> <li>• perform our contract with you and/or the recipient of one of our products or services</li> <li>• fulfil the transaction</li> <li>• comply with our regulatory obligations when administering our business</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legitimate interest of a third party</li> <li>• Our legitimate interests (ensuring the effective and efficient working of systems such as our voting)</li> </ul>  |

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### 3.3.3 Personal Data we receive from third parties

| What personal data might be provided to us   | Why we process that personal data  | Lawful basis  |
|--|--|---|
| <p><b>Blockchain platforms and products</b></p> <p>Given the transparent and accessible nature of blockchain and other distributed ledger technologies, and the interaction of and between different wallets, chains and platforms, we might receive information about you from other custodians, wallets or technological providers with whom our systems interact, including from the Base blockchain.</p> | <p>We process this data in order to</p> <ul style="list-style-type: none"> <li>• perform our contract with you and/or the recipient of one of our products or services.</li> <li>• fulfil the transaction.</li> <li>• comply with our regulatory obligations when administering our business.</li> </ul> | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legitimate interest of a third party</li> <li>• Our legitimate interests (ensuring the effective and efficient working of our systems )</li> </ul> |
| <p><b>Providers of financial or payment services</b></p> <p>We might receive information about you when you interact with our website, infrastructure, products or services, from counterparties such as regulated and unregulated financial or credit institutions including merchants, ATMs, custodians, wallets, exchanges, peer to peer ecosystems.</p>  | <p>We may process this data in order to</p> <ul style="list-style-type: none"> <li>• perform our contract with you</li> <li>• comply with our regulatory obligations when administering our business.</li> </ul>   | <ul style="list-style-type: none"> <li>• Performance of a contract with you</li> <li>• Legitimate interest of a third party</li> <li>• Our legitimate interests (ensuring the effective and efficient working of our systems)</li> </ul>  |

### 3.3.4 Personal Data we receive from social media and publicly available sources

| What personal data might be provided to us | Why we process that personal data | Lawful basis |
|--|-----------------------------------|--------------|
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| <p><b>Social Media Data</b> includes your social media 'handle' or username, your avatar, your interaction with other users and with us.</p> <p>Social media includes Telegram, Instagram, WhatsApp, Signal, Slack, Twitter or 'X', Facebook, Discord, Slack, Reddit, LinkedIn and others.</p> | <p>We process this data to</p> <ul style="list-style-type: none"> <li>• interact with you for marketing purposes</li> </ul> | <ul style="list-style-type: none"> <li>• Legitimate interests (to send direct marketing, ensure our direct marketing is relevant to your interests, develop our products and services, and to be efficient about how we meet our legal and contractual duties)</li> <li>• Consent (where we're legally required to get your consent to send you direct marketing about our products or services, or partners' promotions or offers, or for you to receive marketing from other organisations)</li> </ul> |
|--|---|--|

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we might aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this notice.

#### **If you fail to provide personal data**

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we might not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we might have to cancel a product or service you have with us but we will notify you if this is the case at the time.

#### **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original

purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we might process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **Marketing**

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

### **Promotional offers from us**

You might receive marketing communications (by post, push notification, email and text message) from us if you have requested information from us or purchased goods or services from us and you have not opted out of receiving that marketing. Where national laws require us to get your consent to send marketing messages, we'll do so in advance. You can object to profiling for direct marketing purposes.

### **Third-party marketing**

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes. You can find out more in the *Disclosures of Your Personal Data* section below.

### **Opting out**

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you. Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

## **Cookies**

We use cookies to analyse how you use our website. For more information about the cookies we use, please see our *Cookie Notice* in <https://github.com/tig-foundation/tig-monorepo/tree/main/docs/agreements>. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies.

### **Automated Decision-Making and Data Profiling**

We might make automated decisions about you. This means that we might use technology that can evaluate your personal circumstances and other factors to predict risks or outcomes. This is sometimes known as profiling. We do this for the efficient running of our services and to ensure decisions are fair, consistent, and based on the right information.

Our legal basis is one or more of the following: keeping to contracts and agreements between you and us, legal obligations, legitimate interests (to develop and improve how we meet our legal responsibilities).

*Our infrastructure, and the blockchain protocols our infrastructure interact with, uses smart contracts. 'Smart contracts' are software code which automate processes and enable the efficient transfer of data, assets and money. Within our infrastructure, they enable and effect interactions with validators.*

*Our legal basis is one or more of the following: keeping to contracts and agreements between you and us, legal obligations and legitimate interests (ensuring efficient transfer of data, money and assets, and efficiently meeting our legal responsibilities).*

Where we make an automated decision about you, you have the right to ask that it is manually reviewed by a person. You can find out more about this in the [What are my rights?](#) section below.

### **Disclosures of your personal data**

We might share your personal data with the parties set out below, for the purposes set out in the table *Purposes for processing personal data* above.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

**Internal:** We share your personal data within the TIG group of companies where they act as processors and joint controllers, to the extent systems, resources and operations are shared. This is to provide you with the best service, send you information about our products and services we think you'll be interested in hearing about, or to comply with our regulatory requirements. Our legal bases are contract, legal obligation and legitimate interest. The TIG group has offices in Germany and the UK.

**People, wallets or entities to whom you make transfers.** Where we issue tokens, we'll provide the recipient with your details alongside your transfer (for example your wallet address, digital identity, or public key). This is because we're required by law to include certain information with transfers. Our legal bases are contract and legal obligation. These entities can be located globally, depending on the location of your counterparty and technology providers they use (for example custodians, wallets or digital identity providers).

**Professional advisors:** acting as processor or joint controller including lawyers, bankers, auditors and insurers based in the UK, the EU and the USA who provide consultancy, banking, legal, insurance, payroll management and accounting services. Our legal bases are contract and legal obligation.

**Social media.** We might also use social media for marketing purposes, and therefore we might share your personal data (limited to only your name, email address) to check if you also hold an account with them; to send you our adverts, where we think that one of our new products or services might interest you; to send our adverts to people who have a similar profile to you. legal basis is legitimate interests (to ensure our advertising is as effective as possible). The social media entities are global.

**Where you ask us to share your personal data with a third party.** For example, you might authorise third parties to act on your behalf (such as a lawyer, accountant or family member or guardian under a power of attorney). Our legal basis would be contract, legal obligation or legitimate interest. The entity would be located wherever you had sourced them.

**Purchasers of our portfolio or assets:** third parties to whom we might sell, transfer or merge parts of our business or our assets. Alternatively, we might seek to acquire other businesses or merge with them. Our legal basis would be contract and legitimate interest.



**Suppliers:** service providers, including:

- **IT service providers**, acting as processors, who provide email, cloud computing, system administration, network services, and blockchain platforms including Base (the protocol for Coinbase), where the data shared is available globally.
- **Software application providers**, acting as processors, who provide software that we use to deliver our products and services, such as smart contracts, document management systems, workspace and project management, accounting systems, marketing database, internal document storage systems, smart contract developers. These entities are located globally.
- **Financial services providers and partners**, acting as processor or joint controllers, who offer wallet providers, payment processors, banking and financial services partners and payments networks and crypto exchanges. These entities are located globally.
- **Analytics providers**, acting as processors, who offer services such as surveys and statistical analysis. These entities are located in the USA.
- **Communications services providers**, acting as processors, who offer who offer video and meeting facilities, community, communications and correspondence services (such as sending emails, push notifications and text messages, creating a community for customers to interact. These entities are located in the UK, the EU and the USA.

#### **International transfers**

*Our business model incorporates blockchain, including Base, and some of the business processes and personal data will be shared “on-chain”.. This personal data will be stored indefinitely on-chain, and is unlikely to be capable of being removed or changed or protected. On-chain data is potentially visible globally, which means that a transfer of that data has made internationally.*

We might also send your personal data outside the UK or the EU to abide by global legal and regulatory requirements, to provide ongoing support services, to credit reference agencies, fraud prevention agencies, law enforcement authorities or to enable us to provide you with products or services you have requested.

Where we can, whenever we transfer your personal data outside the UK or the EU, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following mechanisms is used:

- the transfer is to a country or entity that has been deemed to provide an adequate level of protection for personal data. Details about these countries or entities, as approved by the ICO from time to time, can be found at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-transfers-a-guide/>
- appropriate safeguards are used, such as binding corporate rules, standard data protection clauses, an approved code of conduct, certification under an approved scheme, contractual clauses authorised by the ICO, administrative arrangements between public authorities of bodies, an applicable exemption, or we have your specific consent.

*Please note that data on-chain is unlikely to be capable of being protected by one of these mechanisms.*

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data outside the UK or the EU.

## Data security

We have implemented appropriate technical and organisational measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. These measures may include:

- Limiting access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.
- Utilising multi-factor authentication and multi-signature smart contracts and wallets.
- Implementing procedures to deal with any suspected personal data breach. We will notify you and any applicable regulator of a breach where we are legally required to do so.
- Electronic data and databases are stored on secure computer systems with control over access to information using both physical and electronic means.

While we take all reasonable steps to ensure that your personal data will be kept secure from unauthorised access, we cannot guarantee it will be secure during transmission by you to our website or other services.

We use HTTPS (HTTP Secure), where the communication protocol is encrypted through Transport Layer Security for secure communication over networks, for all our web and payment-processing services.

If you use a password, private key, or API key for our website, you will need to keep this confidential. Please do not share it with anyone.

*When you use our public services, which might include engaging with our social network accounts and our community forum, do not share any personal data that you don't want to be seen, collected or used by other customers or the general public, as this personal data will become publicly available. It might also be stored 'on-chain', and will not be capable of being removed, hidden or changed.*

## Data retention

### How long will you use my personal data for?

*Any personal data which is "on-chain", such as the details of top performers in the Innovator and Benchmark categories, the Benchmarks and solutions submitted by Benchmarkers, algorithms implementations and accompanying documentation submitted by Innovators, and public keys, transaction details and history of Innovators, Benchmarkers, and token holders, will be stored indefinitely, and is unlikely to be incapable of being removed or changed.*

Where personal data is not "on-chain", we will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We might retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve

those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

In some circumstances you can ask us to delete your data. See the section below *Your Legal Rights* below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we might use this information indefinitely without further notice to you.

### Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

- **Right to information** about how your personal data is used. You have the right to be told how we use your personal data. This notice is one way in which we provide this information to you.
- **Right to access** your personal data.
- **Right to request correction** of the personal data that we hold about you. *We are unable to correct any data "on-chain".*
- **Right to request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below). *We are unable to erase any data "on-chain".*
- **Right to object to processing** of your personal data. You can object to your personal data being processed where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes.
- **Right to request restriction** of processing of your personal data, in certain circumstances.
- **Right to request the transfer** of your personal data to yourself or to a third party.
- **Right to withdraw consent** at any time where we are relying on consent to process your personal data. This will not affect the lawfulness of any processing carried out before you withdraw your consent. *Note that where you have consented to your personal data being processed or stored on-chain, we cannot remove or correct the personal **data**.*
- **Right to request a review by a person of an automated decision** we made about you, where that automated decision significantly affects you.

### Exercising your rights

If you wish to exercise any of the rights set out above, please contact us at [contact@tig.foundation](mailto:contact@tig.foundation).

Your ability to exercise these rights will depend on a number of factors. Sometimes, we won't be able to agree to your request (for example, if we have a legitimate reason for not doing so or the right does not apply to the particular information we hold about you).

### **No fee usually required**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we might charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

### **What we might need from you**

We might need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

We might also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.